

THE CITY OF SEATTLE DEPARTMENT OF PARKS AND RECREATION
2015 REQUEST FOR PROPOSALS (RFP) – WI/FI INTERNET SERVICE PROVIDER FOR
MAGNUSON PARK BUILDING 30 AND GASWORKS PARK LOCATIONS

Proposal Due Date – Friday, August 14, 2015 by 5:00 pm



THE CITY OF SEATTLE DEPARTMENT OF PARKS & RECREATION
DAN IVERSON, TENANT DEVELOPMENT COORDINATOR
WARREN G. MAGNUSON PARK
(206) 684-4218
Dan.iverson@seattle.gov

MAILING ADDRESS AND OFFICE LOCATION:
The City of Seattle Department of Parks & Recreation
Attn: Dan Iverson
6310 NE 74th St. Suite #109E
Seattle, WA 98115

These materials and electronic copies of the forms are available at:
<http://www.seattle.gov/parks/partnerships/rfp.htm>

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SECTION I – INFORMATION REGARDING REQUESTS FOR PROPOSAL

Section I should not be returned to the Department as part of a Proposal.

SECTION II – RFP PROPOSAL QUESTIONNAIRE – THIS SECTION MUST BE RETURNED AS YOUR PROPOSAL WHEN COMPLETED AND SIGNED.

SECTION III – SAMPLE CONCESSION PERMIT

Section III should not be returned to the Department as part of a Proposal.

WE HAVE ADVERTISED THIS RFP IN DIFFERENT LANGUAGES; HOWEVER, DUE TO LIMITED RESOURCES FOR TRANSLATION SERVICES, ALL PROPOSALS MUST BE COMPLETED IN ENGLISH.

The information within a proposal is your sole responsibility. You are being asked to provide a clear and concise explanation of your experience in the proposed concessions, provide verifiable client and business references and clearly explain your proposed services for the park. Your financial bid should be clearly written in the space provided and signed by an individual or individuals legally authorized to commit your organization or company.

Ornate and expensive Proposal materials and/or presentations are discouraged. Please include only materials directly applicable to your proposed concession.

**2015 REQUEST FOR PROPOSALS (RFP) – HANGAR 30 WIFI INTERNET SERVICE PROVIDER
IN WARREN G. MAGNUSON PARK**

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PROPOSAL DUE DATE – FRIDAY, AUGUST 14, 2015 BY 5:00 PM

CONCESSION PAYMENT SCHEDULE

The Concessionaire shall make Concession Fee payments to the Department for the grant received herein, on or before the 10th day of the month (or the first working day for City employees thereafter) following each month of service under this Permit. This payment shall equal the Concession fee plus applicable Leasehold Excise Tax. Washington State Leasehold Excise Tax is 12.84% of Concession fee paid to the department each month.

For example the concession fees and Leasehold Excise Tax will be paid on June 10th for May sales, July 10th for June sales, August 10th for July sales, September 10th for August sales, and October 10th for September sales.

RFP EVALUATION

Parks Department staff will review the Proposals submitted for the RFP process. Parks invites providers of WiFi service and Special Event internet service to submit proposals to be the exclusive vendor to provide these services in, at a minimum, Building 30, but potentially Building 406 as well. The panel will score the Proposals, determine the Proposal most advantageous to the City. If Parks staff deem necessary they may interview the Proposers to make a final recommendation regarding the award to the most qualified Proposers offering the best mix services to park users and return to the Department. Generally, if all Proposers offer sufficient references and experience then the Proposer offering the best service, highest concession fee and most appropriate services for the park will be awarded the concession. The Department reserves the right to refuse any and all proposals

PROPOSED RFP SCHEDULE.

The Department's proposed schedule for review of the Proposals and final selection of Seasonal Concession Operators is as follows:

- June 15, 2015 Advertisement begins.
- June 15, 2015 RFP Packages are available on the Web site, to be picked up, emailed to or mailed out to interested parties.
- July 24, 2015 Deadline for written questions to the Department from Proposers.
- **July 31, 2015** Deadline for Department written responses to Proposers' questions. Department responses will only be posted on the Department's website. Please check often for updates.
- August 14, 2015 RFP Submittal Due by 5:00 PM.
- September 8-9, 2015 Oral interviews – Optional by Department.
- September 30, 2015 Proposers notified of Award.
- November 1, 2015 Permit commencement date.

PROPOSAL SUBMISSION PROCESS.

1. Complete, sign and submit six copies of your proposal. All In order for the Department to evaluate a Proposal, the Proposer must completely answer each question in RFP Section II – Proposal Questionnaire. It is impossible for evaluators to guess what is intended if information is left out of a proposal. Please clearly answer each question. An official who is legally authorized to bind the organization must sign the Proposal on the Financial Page of the Proposal. Mail, ship or deliver the signed and completed Proposal to the Department at the address provided before the due date and time. Electronically transmitted Proposals, incomplete Proposals, and Proposals that arrive after the due date and time can not be accepted. Clearly mark the exterior of the RFP package “2015 Request For Proposals (RFP) – WiFi Internet Service Provider For Magnuson Park Building 30 and Gasworks Park Locations”. **Incomplete Proposals, electronically transmitted Proposals and non-responsive Proposals can not be evaluated and will be disqualified.** If you have questions, please contact Dan Iverson.
2. A current City of Seattle Business License is required for anyone doing business on City property. Please provide a copy of a current City of Seattle business license in your proposal or be prepared to obtain one before a permit is awarded.
3. Provide all references and materials required by the RFP instructions. Your ability to demonstrate business experience in the proposed concession, provide client references, provide business references and produce a business plan within your proposal is very helpful.
4. All questions regarding this Proposal should be submitted to the address provided at the address shown on the cover of this RFP package **no later than 5:00 PM on July 24, 2015.**
5. No Department operating or maintenance funds will be used to support the proposed concession’s operating and management plan. All Proposals become the property of the Department and may be subject to “Public Disclosure Rules”. Proposers are advised against submitting any materials that can not be replaced.
6. Protest Procedure. All Protests against the Request for Proposal (RFP) process must be in writing and signed by the protesting party or its authorized agent(s). Such protest must state all facts and arguments on which the protesting party(ies) is relying as the basis for its action. Protest against the Request for Proposal (RFP) must be received by the Superintendent no later than 5:00 P.M. local time within 5 (Five) days of the award announcement, to be considered. The Superintendent will review the RFP process and the facts alleged as grounds for the protest. The Superintendent will render a written decision within a reasonable time. The decision of the Superintendent will be final and conclusive. Protests shall be addressed to:

Jesús Aguirre, Superintendent
Department of Parks and Recreation
100 Dexter Avenue North
Seattle, WA 98109

PROPOSAL DEADLINE.

Mailed and hand delivered proposals must be **received** by the Department **no later than 5:00 pm Friday, August 14, 2015** at the following address:

2015 Magnuson Park Hangar 30 WiFi Internet Service Provider RFP
Attn: Dan Iverson
Seattle Parks & Recreation
6310 NE 74th St. Suite 109E
Seattle, WA. 98115

UPDATED INFORMATION

Department responses to questions and additional information and/or changes will only be posted on the Department's website. Please check for updates <http://www.seattle.gov/parks/Magnuson/default.htm>

PRIOR TO BEING AWARDED A PERMIT THE SUCCESSFUL PROPOSERS MUST:

1. Present to the Department acceptable proof of insurance commonly called an Acord form as described in this Permit. Please do not pay for insurance until after you are offered a permit.
2. Submit the required performance deposit or performance bond (if required) to the Department.
3. Provide the Department with a copy of a current City of Seattle Business license.
4. No permit will be awarded until pictures, sketches and/or descriptions of the proposed splash page and web features and concession equipment location and installation specifications have been submitted and approved by the Department.

PLEASE NOTE:

1. Please check the existing electrical capacity of the concession site to make sure there is sufficient electrical capacity for your equipment.
2. No vending machines may be installed by the Concessionaire under this Permit.
3. No tobacco products, alcoholic beverages or marijuana products may be marketed on the Splash page.
4. No pornography or other adult materials may be featured on the Splash page.
5. Generally you will not be permitted to place signs in the park.
6. Your equipment and physical presence in the Park, and public Splash Page must be reasonably attractive in the sole opinion of the Superintendent, and well maintained.

If you are awarded a Concessions Permit you may NOT sell, transfer or give the concession rights to anyone else. You must operate the concession that is awarded to you.

SECTION I – INFORMATION REGARDING REQUESTS FOR PROPOSALS - PARK CONCESSIONS AT VARIOUS DEPARTMENT PARK LOCATIONS.

PROPOSAL DUE DATE – FRIDAY, AUGUST 14, 2015 BY 5:00 PM

OVERVIEW.

This REQUEST FOR PROPOSAL (RFP) represents a publicly advertised and competitively awarded solicitation by the City of Seattle, Department of Parks and Recreation. Seattle Parks and Recreation seeks proposals from qualified firms or joint ventures interested in providing a Wireless Fidelity (WiFi) Services (hereinafter referred to collectively as the WiFi system) at Magnuson Park, at a minimum throughout Building 30, but if feasible to Building 406 (the Brig) and potentially other facilities in the Park as well. At its own expense, the selected Respondent shall be responsible for providing the design, installation, operation, maintenance, marketing plus overall management of the WiFi system. Additionally, the WiFi system shall provide reliable and interference free Wireless (802.11b/g/n) data coverage within Magnuson Park for the purpose of providing public access to the Internet, to include:

- A dedicated Internet Service (ISP) connection;
- All necessary service and support for WiFi system users

The Department is seeking and will select concessionaires that best demonstrate the ability to provide innovative, affordable, safe and reliable services to park patrons while paying reasonable concession fees to the Department. You are encouraged to offer services and/or products that would be complimentary to the existing uses of the park. The Department reserves the right to approve or disapprove any proposed business activity.

Seattle Parks is prepared to offer a Concession Contract for a term of up to five years, with the Concession Contract set to begin in November, 2015.

If you are awarded a Concessions Permit you may NOT sell, transfer or give the concession rights to anyone else. You must operate the concession that is awarded to you.

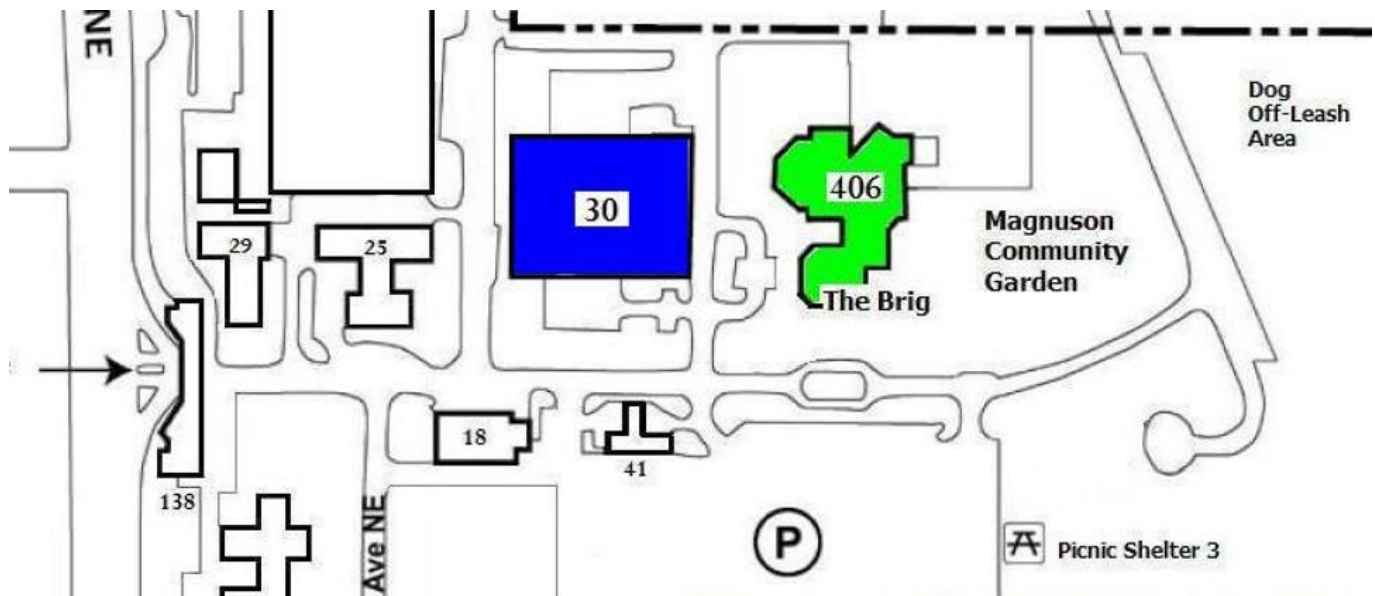
All proposals become the property of the Department and are subject to Public Disclosure laws.

MAGNUSON PARK, HANGAR 30 EVENT FACILITY AND SURROUNDING AREA

Seattle Parks provides an active event and public gathering spaces in Building 30 which needs internet and WiFi services, along with accessible data closet, ample utilities and access to other locations necessary to facilitate this project. At a minimum, Seattle Parks will require high quality broadband wireless (802.11x) service to the specs included in this RFP throughout Building 30. Seattle Parks is also interested in developing the same service for the adjacent Building 406 (“The Brig” at Magnuson Park), and if it is feasible, is also interested in extending service to adjacent areas within the Park and/or other Parks facilities within the Park, such as the Community Center and will prefer proposals that include this additional service. Seattle Parks is prepared to offer a one year concession agreement with an option to renew for an additional year (possible total of two years). Contract is scheduled to commence on November 1, 2015.

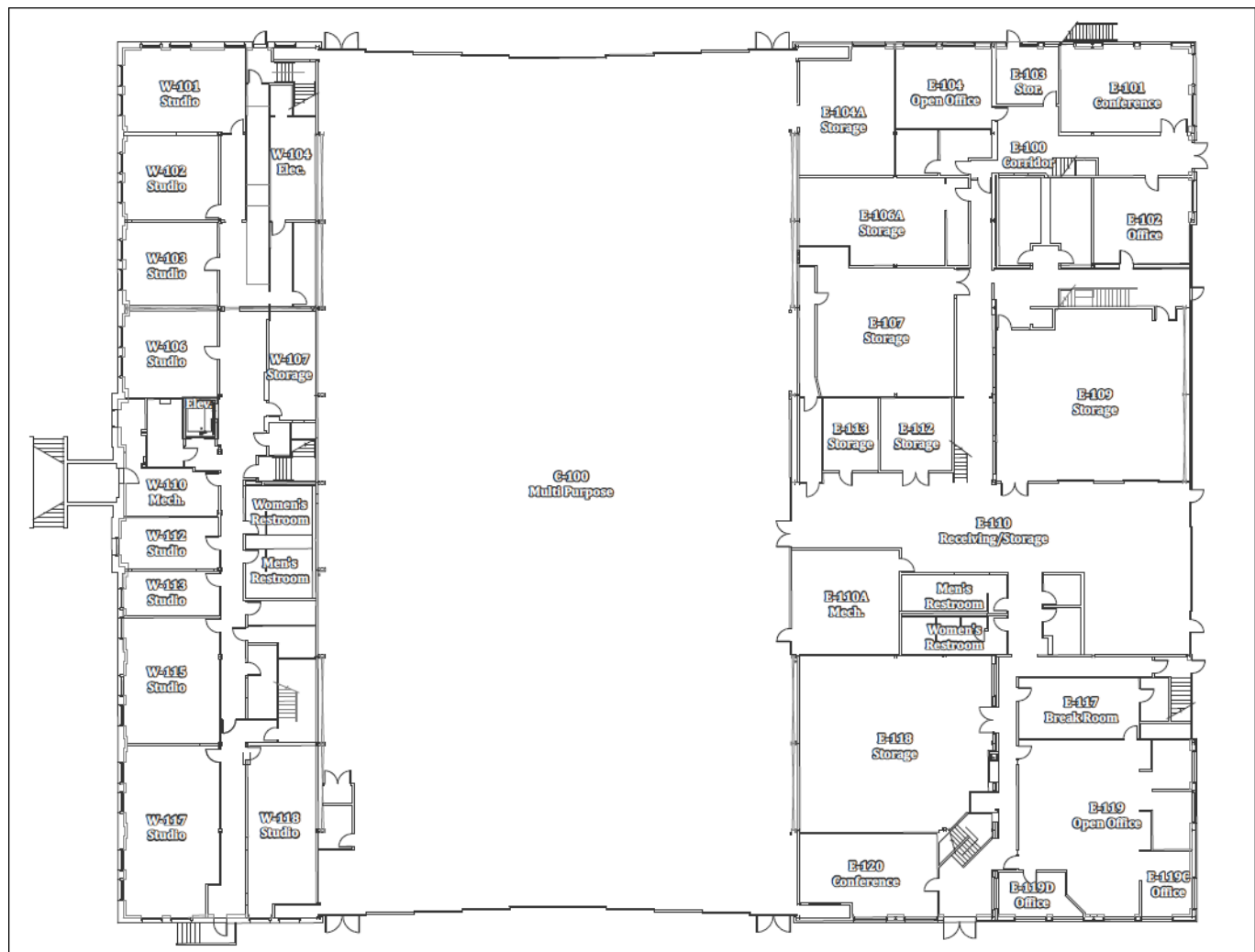
MAGNUSON VICINITY MAP

Building 30 is located at 6310 NE 74th street, Seattle, WA. 98115, inside Magnuson Park near the 74th Street entrance to the Park. Building 406 is located directly across the street from Building 30 at 6344 NE 74th St. Immediately east of Building 406 is an outdoor amphitheater area that frequently hosts public concerts and other events. To the south are the Junior League Lot and the Mickey Miriam Field Complex, a busy collection of 10 athletic fields with high public traffic. Currently none of these areas have public internet service available.



BUILDING 30

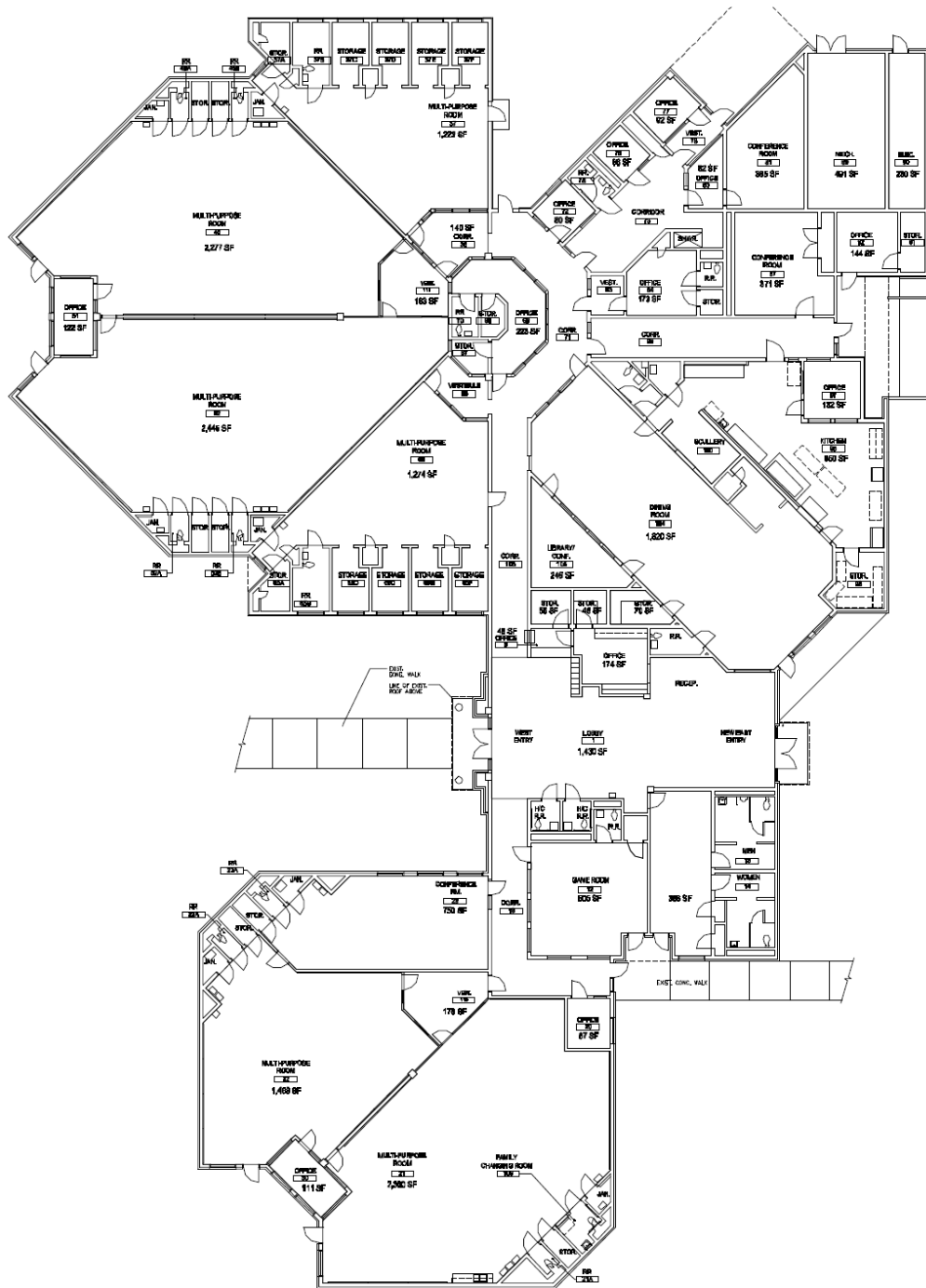
Building 30 is a large former airplane hangar in Magnuson park divided into three major sections; an east and west office wing divided by the large (22,000+ SF) former Hangar space. The West Wing of building 30 is largely composed of artist studio spaces, but also contains 3 connected data closets (one for each floor of the West Wing; all of these are located adjacent to and share a wall with, the Hangar. The Hangar itself is the primary special event space, with 22,000 sf of unobstructed flat display space. The roof is high (more than 30 feet at the highest point, with structural steel beams 20 feet above the ground at regular intervals across the space, which could potentially have equipment mounted to them. The east wing of the building is composed largely of office spaces for the Parks Department and various Tenants, but it does include a second event space known as “The Workshop”, and a data closet that could potentially provide space for equipment. Currently both Comcast and CenturyLink have internet connection into the building.



Both the hangar and workshop in Building 30 are used for large and medium sized events, typically accommodating assembly crowds of up to 1,500 for events such as concerts, performances, weddings, fundraisers and other galas. The Hangar is also frequently used for trade shows and similar events featuring large numbers of vendor booths.

Building 406 - "The Brig" at Magnuson Park

Building 406 is located at 6344 NE 74th St. Seattle, WA. 98115. The building is divided into a number of rooms of varying sizes used for workshops, classes, exercise programs and smaller special events, including meetings, public presentations, educational conferences, and private parties such as weddings. Currently both Comcast and CenturyLink have internet connections into the building.



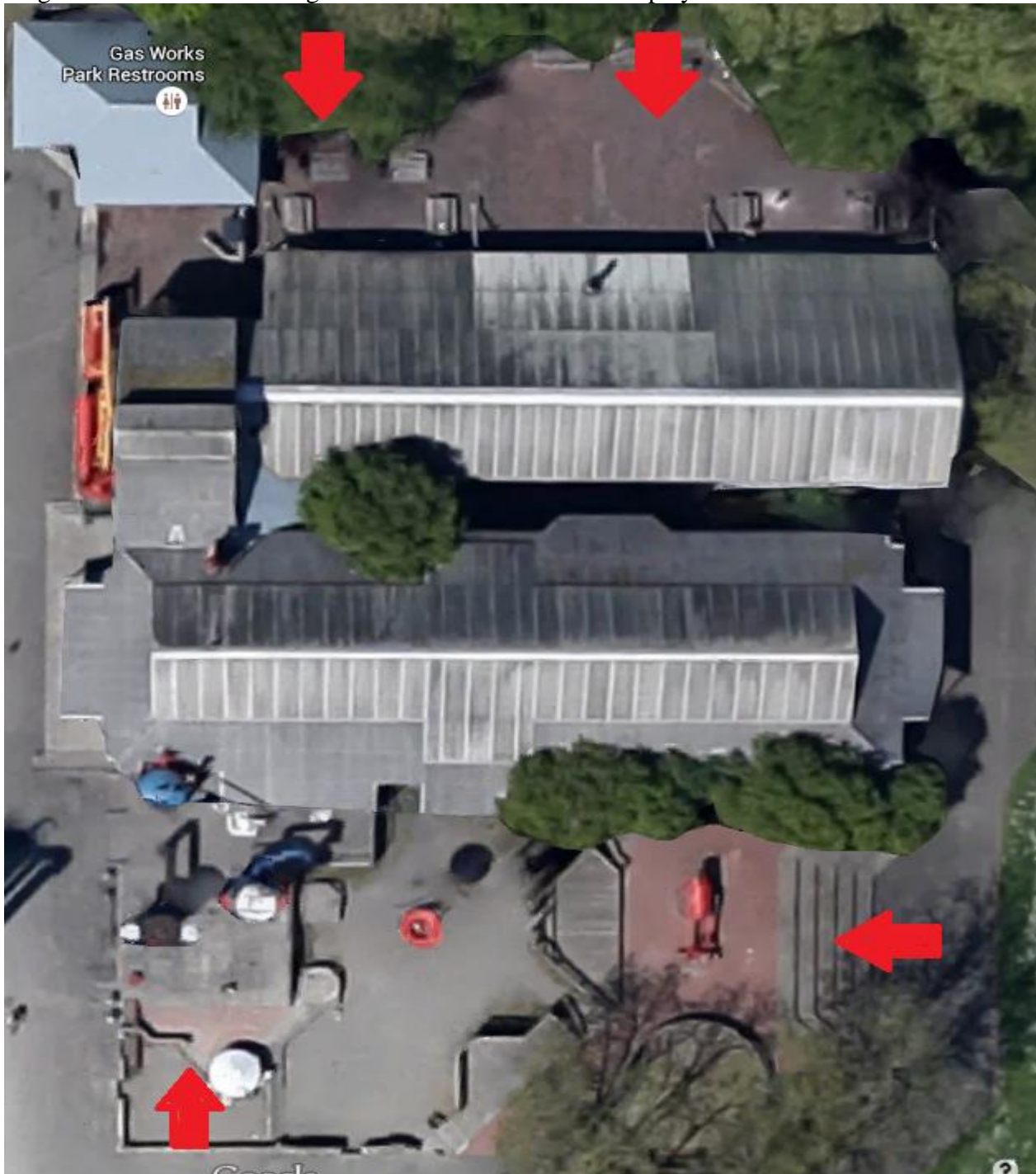
Gas Works Park Vicinity Map

Gas Works Park is located at 2010 North Northlake Way, Seattle WA. 98103, on the north shore of Lake Union.



Gas Works Park Play Barn

WiFi at Gas Works Park is desirable in the area around the Play Barn, including the play area, the brick plaza area, the picnic area, and the comfort station and identified on the map below. Parks currently has a project to renovate the play area and plans include a seating plaza with tables and benches. Seattle Parks would like park users to be able to access wifi at the plaza tables, in the picnic area and at the restroom bldg. and concession building at the Northwest corner of the play barn.



Section II - PROJECT OBJECTIVES

Selected Respondent shall:

- Provide affordable, high quality, uninterrupted broadband wireless (802.11x) service for Building 30 at Magnuson park.
- Provide Free Internet access for the public within select areas of the park and within some of the buildings.

The selected Respondent must clearly demonstrate their ability to provide the necessary programs, technology, capital, and business capacity to successfully provide WiFi system within the Park. Said WiFi System must:

1. Be provided at the sole expense and responsibility of the selected Respondent;
2. Provide a minimum access speed of 6 Mbs upload and 12 Mbs download speeds at no charge to Seattle Parks or facility users/patrons;
3. Have minimal visual/aesthetic impact;
4. Provide sufficient capacity to meet the needs of all WiFi subscribers at any given time, including special events;
5. Maintain an independent Internet service at no cost to Parks and Recreation

Seattle Parks and Recreation shall provide the selected Respondent, subject to limitations and fees/rates, access to the following:

1. Building access;
2. Space in existing equipment room(s);
3. Electrical Power;
4. Existing trays or hangers and conduit space to be utilized for cabling; plus
5. Parking during project construction phase.

Parks and Recreation shall not own the network, nor be responsible for the maintenance, operation, upgrades or providing support to system users.

Section III - SCOPE OF SERVICES

The selected Respondent shall be responsible for the following:

1. Design, engineer, install/build, operate, maintain and manage a wireless internet service utilizing 802.11b/g/n WiFi, at Magnuson Park Building 30.
2. System shall provide wireless internet access to the public and tenants with a design that shall ensure minimized interference with future technologies. Any expenses incurred as part of this process will be the sole responsibility of the selected Respondent.
3. Provide a minimum access speed of 6 Mbs upload and 12 Mbs at no charge to the Seattle Parks, the public or building tenants.
4. Provide the public in the building, for an additional fee, high-bandwidth (12 Mbs to 54Mbps) Internet Access on the WiFi system.
5. Develop and maintain a one-time splash page for access to the Internet to be displayed on the client's web browser to have a splash page content and design to be reviewed and approved by Seattle Parks.
6. Design and market WiFi splash page advertisements for the purpose of generating revenue for the WiFi system. All advertisements must be reviewed and approved by Seattle Parks.
7. Minimize interference with the City's internal WiFi system as well as with any of the facility tenant WiFi systems.
8. Comply with all applicable Federal Communications Commission (FCC) regulations.
9. Service Levels must meet the following:
 - a. Provide coverage at 95% or better throughout all areas you propose to serve in Magnuson and Gasworks Park.
 - b. Ensure that no more than five percent (5%) of connections are dropped.
 - c. Maintain a Service Level Availability Index 99.99% or better.
 - d. Throughout contract term, upgrade equipment based upon industry standards.
10. Conduct all work in a manner that will minimize interference to other contractor projects including renovations or construction conducted within or around Magnuson Park..
11. Comply with all City fiber cabling standards.
12. Obtain written approval from the Parks and Recreation for any antennae mountings.

13. Once commissioned, the WiFi system shall continuously operate on a twenty-four (24) hours a day, 365 days a year basis throughout the term of the contract.
14. Provide routine and emergency maintenance of all components of the WiFi System in a timely manner. Obtain approval and coordinate all scheduled maintenance with the designated Parks and Recreation representative.
15. Provide a quarterly Performance Report, in an approved format to Parks and Recreation representatives, which should include details regarding network utilization, downtime, signal strength, dropped connections.

Section IV - Questionnaire

2015 PARK CONCESSIONS RFP - SECTION IV - RFP QUESTIONNAIRE

Page 1 of 4 that must be fully completed and returned to the Department as part of your Proposal.

**1. LEGAL NAME OF ORGANIZATION, FIRM, INDIVIDUAL OR PARTNERSHIP
SUBMITTING THIS PROPOSAL:**

2. ADDRESS OF PRINCIPAL PLACE OF BUSINESS:

Address: _____

City: _____ State: _____ Zip: _____

**3. THE PERSON ON YOUR STAFF WHO WILL BE THE PRIMARY CONTACT FOR THIS
PERMIT:**

Name: _____ Title: _____

Phone: _____

Email address: _____

Address (If Different): _____

City: _____ State: _____ Zip: _____

4. TYPE OF ORGANIZATION.

Specify if the organization is a corporation, partnership, sole proprietorship, joint venture, etc.

Explain any details or factors that are needed to clarify your organizational and financial structure.

5. EXPERIENCE IN WIFI / INTERNET SERVICE BUSINESS.

How long has this organization been in the Internet Service business? (Enter the number of years in the following blank) ____ years.

Describe the services. For example; products, type of services, customer service and customer service enhancements, special event service etc.

6. REFERENCES

Please provide 5 references of individuals representing clients that your organization has done work for. Each reference must include the name, organization the individual works for along with telephone and email contact information.

Information: If additional space is needed for your response to questions on this page then insert the information immediately following this page.

2015 PARK CONCESSIONS RFP – SECTION IV - RFP QUESTIONNAIRE

Page 2 of 4 that must be fully completed and returned to the Department as part of your Proposal.

7. CITY OF SEATTLE BUSINESS LICENSE.

Does your organization have a current City of Seattle business license? (ANSWER YES OR NO IN THE FOLLOWING SPACE) _____ if yes, then insert a photocopy of your Seattle business license between this page and the next page.

PLEASE BE ADVISED THAT YOU MAY BE ASKED TO PRESENT A CURRENT COPY OF A VALID CITY BUSINESS LICENSE PRIOR BEING AWARDED A PERMIT.

8. PROPOSED SERVICES.

(8.A.) Describe the area of service proposed for the Department. Describe the area of coverage you intend to provide. Please insert additional pages and/or diagrams to illustrate your proposal as necessary. For each Park location provide some information describing what equipment you will need to install and what it will require in terms of location, power, permitting required, etc. Please indicate if you will need to install an external (outdoor) antennae at a parks location, and if so, indicate preferred placement of antennae.

At Gasworks Park:

At Magnuson,
In Building 30:

In Building 406:

Adjacent Areas of Magnuson:

Information: If additional space is needed for your response to questions on this page then insert the information immediately following this page.

(8.B) Pictures and/or descriptions of your proposed equipment are REQUIRED. If the equipment described above in 8.A includes an antennae, please describe the dimensions (height, general size) of the antenna.

(8.C.) Please describe what access and upload speeds you propose to provide for free. Please describe what, if any, optional service enhancements (high bandwidth Internet Access, etc.) you intend to provide for a fee, and indicate what fees would be charged for these service enhancements.

(8. D) Will your service sell advertisements or other paid content on the Splash page. If so, please share your proposed fee structure, along with an estimate of the revenue you expect to generate through advertising sales, etc.

(8.E) Do you plan to provide internet support services for special events? If so, what services will you offer, and what fees will be charges. How much revenue do you anticipate these event services will generate?

(8. F) Do you plan to include other revenue generating activities not indicated above. If so, please describe here, and indicate how much revenue you expect to generate through these activities.

Information: If additional space is needed for your response to questions on this page then insert the information immediately following this page.

2015 PARK CONCESSIONS RFP- SECTION IV - RFP QUESTIONNAIRE

Page 3 of 4 that must be fully completed and returned to the Department as part of your Proposal.

(8.G). Splash Page: Please provide a graphic representation of your proposed Splash page along with a brief description of its appearance and functionality and any information you consider important for Parks to know in evaluating the page.

9. CUSTOMER SERVICE AND TECHNICAL SUPPORT

(9.A) How do you propose to avoid/minimize interference with the City's internal WiFi system, and existing neighboring WiFi systems?

(9.B) How will you provide routine and emergency maintenance of all component of the WiFi system in a timely manner? What staff and technical resources do you have to dedicate to maintenance?

(9.C) How will you ensure compliance with all applicable FCC regulations?

Information: If additional space is needed for your response to questions on this page then insert the information immediately following this page.

2015 PARK CONCESSIONS RFP- SECTION II - RFP QUESTIONNAIRE

Page 4 of 4 that must be fully completed and returned to the Department as part of your Proposal.

10. FINANCIAL PROPOSAL. Based on your expert experience WiFi / ISP business and having 1) thoroughly read the enclosed contract and RFP documents; 2) asked the Department any questions you may have had about the terms, conditions or responsibilities described; 3) visited the proposed site; 4) sought legal and financial advice as needed; and 5) researched the applicable laws, ordinances, statutes and regulations, you make the following firm and irrevocable offer to pay concession fees as shown below:

I/WE shall make a minimum concession fee payment \$_____ (express as a dollar amount to be paid each month) to the Department for each month of service under this Permit. (Instructions - Enter a Monthly Dollar Fee Amount above - example "\$265.00). Write out the amount _____ (Dollars per Month Minimum Fee Payment) for example "Two hundred sixty-five dollars per month.

Submitted by _____
(Name of organization submitting this Proposal)

Signed: _____ Date: _____, 2015

Print Name: _____ Title: _____

Your minimum fee payment is due on or before the 10th calendar day of the month following each month of operation under this Permit.

THIS IS THE END OF RFP QUESTIONNAIRE.

RFP SECTION V SAMPLE CONCESSIONS PERMIT

Permit Number PRM 2015 _____

THE CITY OF SEATTLE DEPARTMENT OF PARKS AND RECREATION AND

PARK CONCESSIONS PERMIT

THIS PARK CONCESSIONS PERMIT is entered into between the City of Seattle, (hereinafter referred to as the "City"), operating through its Department of Parks and Recreation (hereinafter referred to as the "Department") and its Superintendent of Parks and Recreation (hereinafter referred to as the "Superintendent") and _____, (hereinafter referred to as the "Concessionaire").

CONTACT INFORMATION:

Department:

Dan Iverson

Tenant Development Coordinator

6310 NE 74th St. Suite #109E

Seattle, WA 98115

Phone: (206) 684-4218

Fax: (206) 684-4997

Email: dan.iverson@seattle.gov

Concessionaire:

Phone:

Email:

IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

PART A: SPECIAL CONDITIONS AND COVENANTS OF PERMIT

A-1 GRANT OF CONCESSION.

The Department hereby grants to the Concessionaire for the full term of this Permit upon the conditions, limitations, reservations and provisions herein, the non-exclusive concession right and privilege to operate a business consisting of the sale of retail food items approved by the Department at Department's _____ Park as may be mutually agreed (hereinafter referred to as the "Concession Premises").

A-2 CONCESSION PREMISES.

The Concession Premises shall be at the Department site(s) that includes the Premises shown in Exhibit A. Space assignment on the Premises may be changed at any time at the option of the Department.

A-3 TERM OF PERMIT.

This Permit shall commence on November 1, 2015 and shall expire at 11:59 P.M. on October 31, 2020 unless terminated earlier pursuant to the provisions hereof.

A-4 TERMINATION.

- a. For Cause: The City may terminate the Agreement if the Concessionaire is in material breach of this Agreement, and such breach has not been corrected to the City's reasonable satisfaction in a timely manner.
- b. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or

- lockout, except labor disputes involving the Concessionaire's own employees, sabotage, or superior governmental regulation or control.
- c. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Concessionaire.
 - d. Notice: Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than five (5) business days prior to the effective date of termination.
 - e. Actions upon Termination: if termination occurs not the fault of the Concessionaire, the Concessionaire shall be paid for the services properly performed prior to termination, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Concessionaire agrees this payment shall fully and adequately compensate the Concessionaire and all subconcessionaires for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
 - f. Upon termination, the Concessionaire shall provide the City with the most current design documents, contract documents, writings and other products the Concessionaire has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Concessionaire harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Concessionaire's work product.

A-5 CONSIDERATION.

The Concession right and privilege granted herein for the term as specified, is given in exchange for the Concessionaire:

a. **MAKING CONCESSION FEE PAYMENTS.**

The Concessionaire shall make monthly concession fee payment to the Department of \$_____ dollars for the preceding month. This payment shall hereinafter be referred to as the "Concession Fee". Each month the Concessionaire shall submit using the attached form "Permit Exhibit B – CONCESSION MONTHLY REPORT OF GROSS SALES" along with each monthly concession fee payment.

b. **PAYING LEASEHOLD EXCISE TAXES:**

Washington State Leasehold Excise Taxes are not part of the Concession Fee Payments described herein. Payments for Washington State Leasehold Excise Tax shall not be combined with Concession Fees and shall be listed as a separate item on all accounting, billings, statements and check stubs.

The Concessionaire shall remit to the Department with each Concession Fee payment the appropriate payment for Washington State Leasehold Excise Taxes. These Leasehold Excise Taxes payments shall be made to the Department and shall be listed separately on each Monthly Concessions Report. Leasehold Excise Taxes are not included in the Concession Fee payments shown in this Permit. The Leasehold Excise Tax rate at the time this Permit is drafted is 12.84% (Twelve and eighty-four hundredths percent) of the Concession Fees paid to the Department.

c. **PROVIDING CONCESSION EQUIPMENT.**

Providing concession equipment, installation, maintenance and services sufficient to reasonably satisfy needs at the Concession Premises.

d. **CONCESSIONAIRE PERFORMANCE.**

Satisfying all other conditions and requirements imposed on the Concessionaire by this Permit.

e. **STAFFING, TRAINING AND SUPERVISION.**

The Concessionaire shall at all times staff the Premises with sufficient, well-trained staff to reasonably serve the needs of customers in a safe and efficient manner.

f. **PRICES, PORTIONS AND RETAIL PRICES.**

Prices, portions and/or retail prices shall be as mutually agreed from time to time.

g. **VACATING PREMISES**

The Concessionaire shall remove all property owned by the Concessionaire from the Premises prior to 11:59 PM May 31, 2015. In the event the Concessionaire has not removed its property from the Concession Premises by this date and has not made other arrangements with the Department then the Concessionaire shall be deemed to be in material default of this Permit and the department may remove the Concessionaire's property, dispose of same and charge the costs associated with the cleanup of the Premises to the Concessionaire.

A-6 FINANCES AND PAYMENTS.

a. **PAYMENT DUE DATES.**

The Concessionaire shall make Concession Fee payments to the Department for the grant received herein, on or before the 10th day of the month (or the first working day for City employees thereafter) following each month of service under this Permit. This payment shall equal the Concession fee plus applicable Leasehold Excise Tax.

b. **PAYMENT LOCATION.**

All Concession Fee and Leasehold Excise Taxes payments to the Department shall be paid to the person identified on the first page of this permit.

c. **ADMINISTRATIVE CHARGES DUE TO LATE PAYMENT.**

If any payment is not paid to the Department within 10 (Ten) days after the date due, an administrative late charge of \$25.00 (Twenty five dollars) plus 1% (One percent) interest shall be added to the payment due and the total sum shall become immediately due and payable. Additional interest charges of 1% (One percent) shall be added each month that the Concession Fee remains unpaid.

d. **TAXES, LEVIES AND ASSESSMENTS.**

The Concessionaire shall be responsible for and pay before delinquency, all taxes, levies, and assessments of any nature and kind whatsoever, that at any time hereafter may be levied, assessed, or otherwise imposed upon the Concession Premises or upon the Concessionaire's activities on or occupancy of the Concession Premises, and that are or become payable during the term of this Permit, including but not limited to taxes arising out of the activity or business conducted on the Premises such as the rental or sale of goods or services; taxes levied on its property, equipment, and improvements on the Premises; and taxes on the Concessionaire's interest in this Permit and any leasehold interest deemed to have created thereby under CH. 82.29A RCW.

A-7 CONCESSIONAIRE OPERATION AND SERVICES.

a. **EQUIPMENT.**

1. The Concessionaire shall install and maintain sufficient equipment to meet the public need as determined by the Department. The Concessionaire shall maintain all equipment and the Concession Premises in good working condition at no cost to the Department. All equipment needed to maintain and operate the Concession Premises shall remain the property of the Concessionaire under the conditions and provisions of this Permit.

2. Prohibited equipment.

- a). The Concessionaire may NOT install any vending machines.
- b). If an open flame device is approved by the Department then the Concessionaire must obtain the required permit from the Seattle Fire Department.
- 3. Fire extinguisher. The Concessionaire shall provide a suitable fire extinguisher to meet code requirements for any concession sites approved for gas, charcoal or similar portable cooking. The Concessionaire at all sites will continuously comply with all fire code requirements applicable to its equipment.
- b. **INSTALLATION AND REMOVAL OF EQUIPMENT.**
Any equipment to be installed shall be installed only in locations previously approved by the Department. All installations shall be done in an attractive and appropriate manner so as to pose no potential for injury. All mounting holes or other damage to the premises caused by the installation shall be repaired when the equipment is removed by the Concessionaire. The Department will provide locks and keys for exterior doors and keys for bollards. The Concessionaire shall not remove locks, replace locks or add new locks to the Premises.
- d. **COMPLIANCE WITH THE LAW.**
The Concessionaire shall comply with all applicable laws of the United States of America and the State of Washington; the Charter and ordinances of the City of Seattle; and rules and regulations of each of them and with orders and directives of public officials implementing the same.
- e. **EQUALITY OF TREATMENT.**
The Concessionaire will comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and the City of Seattle, including but not limited to Chapters 14.04, 14.10, and 20.42 of the Seattle Municipal Code (SMC), as they may be amended; and rules, regulations, orders, and directives of the associated administrative agencies and their officers.
- f. **NONDISCRIMINATION AND AFFIRMATIVE ACTION IN EMPLOYMENT.**
The Concessionaire shall comply with all State and local laws and ordinances prohibiting employment discrimination with regard to race, color, national origin, ancestry, creed, religion, political ideology, sex, sexual orientation, marital status, or the presence of any sensory, mental or physical handicap.
- g. **SIGNS.**
The Concessionaire shall obtain the Department's prior approval for all signs, posters and displays to be used on the Premises.

A-8 ENTIRE PERMIT.

This Permit and Exhibits contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are attached. No other understandings, oral or otherwise may modify the text or an attachment to this Permit.

The parties to this Permit acknowledge that it is a negotiated Permit, that they have had the opportunity to have this Permit reviewed by their respective legal counsel, and that the terms and conditions of this Permit are not to be construed against any party on the basis of such party's draftsmanship thereof.

A-9 BINDING EFFECT.

This Permit shall be subject to the approval of the Superintendent of the Department of Parks and Recreation and shall not be binding until so approved.

A-10 LICENSES.

The Concessionaire shall provide a copy of its current City of Seattle business license to the Department prior to placing any equipment on the Premises. The Concessionaire shall keep all

licenses current throughout the term of this Permit and shall supply copies of these licenses to the Department at the address shown in this Permit.

A-11 BACKGROUND INVESTIGATION.

The Concessionaire shall provide information requested by the Department about the Concessionaire's personnel for the purposes of a background investigation required by law for all Concessionaire staff and subcontractors working on the premises. The Concessionaire shall provide the background information annually for each person working on Parks property using the attached form "Permit Exhibit D – Background Check Form".

A-12 CONCESSIONAIRE PERSONNEL IDENTIFICATION.

When the Department provides identification for the concession staff then the Concessionaire shall require each Concessionaire's employee assigned to work on the Premises wear the identification provided by the Department.

A-13 INSURANCE

Prior to the commencement of use of Premises pursuant to this Permit, the Concessionaire shall secure and maintain in force at no expense to the Department at all times during the effective date of this Permit, insurance as described below:

a. COMMERCIAL GENERAL LIABILITY (CGL) INSURANCE including:

1. Premises/Operations
2. Products/Completed Operations
3. Personal/Advertising Injury
4. Contractual Liability
5. Independent Contractors
6. Stop Gap/Employers Liability.

CGL insurance must provide the following minimum limit of liability:

\$1,000,000 (One million dollars) each occurrence Combined Single limit Bodily Injury and Property Damage

Except:

\$1,000,000 (One million dollars) each Offense Personal/Advertising Injury

\$1,000,000 (One million dollars) each Accident/Employee/Disease/

Deductible or self-insured retention in excess of \$5,000 (Five thousand dollars) each loss must be disclosed and is subject to approval by the City's Risk Manager.

b. AUTOMOBILE LIABILITY INSURANCE including coverage for owned, non-owned, leased or hired vehicles as applicable with a minimum limit of liability of \$1,000,000 (One million dollars) each occurrence Combined Single limit Bodily Injury and Property Damage.

c. WORKER'S COMPENSATION INSURANCE

Worker's Compensation to comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations.

d. RATING AND CITY APPROVAL

All policies shall be subject to approval by the City's Risk Manager as to insurer, form and coverage. Insurer must be rated A:-VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Washington or issued as a surplus line by a Washington Surplus lines broker.

e. REQUIREMENTS

Coverage and/or limits may be altered or increased as necessary, to reflect type of or exposure to risk. Said insurance policy (ies) and subsequent renewals must be maintained in full force and effect, at no expense to the City, throughout the entire period of the Permit. The City of Seattle shall be an additional insured for primary limits under the CGL and Vehicle Liability

insurance either by additional insured endorsements or blanket additional insured policy wording.

f. **EVIDENCE OF INSURANCE**

Evidence of insurance shall be an Acord Certificate with an additional insured endorsement for CGL per an ISO standard additional insured endorsement CG 20 26 or equivalent. In addition, evidence of not less than 30 (Thirty) days prior written notice of cancellation by insurer shall be provided, except 10 (Ten) days as respects cancellation for non-payment of premium, or as may otherwise be required in Revised Code of Washington (RCW) 48.18.290 ("Cancellation by insurer").

A-14 INDEMNIFICATION.

The Concessionaire shall indemnify and hold the City free and harmless from liability from any and all claims, demands, losses, and any death, injury or disability of any person and/or damage to any property or business occurring on or about the Concession Premises during the Concessionaire's use and occupancy thereof or arising, directly or indirectly, out of or suffered by any person by reason of or in connection with any action, error, or omission of the Concessionaire or any of its officers, employees or contractors or subconcessionaires. In the event of suit against the City, Concessionaire shall appear and defend the same, provided Concessionaire is notified in a timely manner of the suit. In the event judgment is rendered against the City, the Concessionaire shall cause the same to be satisfied within 90 (Ninety) days after a final determination thereof, including a final determination of any appeals.

Such indemnity shall not include any claims arising as a result of the sole negligence of the City, its employees and agents, but shall include but not be limited to any liability as may arise or occur from concurrent, contributing or joint actions or omissions of the Concessionaire and the City.

A-15 ASSIGNMENT OF PERMIT PROHIBITED.

The Concessionaire shall not assign or transfer this Permit or otherwise convey any concession right or privilege granted hereunder or any part of the Premises unless the approval of the Superintendent is first obtained.

A-16 STANDARDS.

The Concessionaire, its agents and employees, shall render courteous service to the public with a goal of adding to the public use and enjoyment of the Concession Premises. The Concessionaire shall operate and conduct the facilities on the Concession Premises in a businesslike manner, and will not permit any acts or conduct on the part of the Concessionaire's employees that would be inappropriate.

A-17 INTELLECTUAL PROPERTY RIGHTS.

- a. Copyrights. The Concessionaire shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Concessionaire for the Work, whether or not the Work is completed. The Concessionaire grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Concessionaire for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- b. Patents: The Concessionaire assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Concessionaire does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Concessionaire created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Concessionaire has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Concessionaire grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- c. The City may make and retain copies of such documents for its information and reference with their use on the project. The Concessionaire does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project.

A-18 PROPRIETARY AND CONFIDENTIAL INFORMATION.

The State of Washington's Public Records Act (Release/Disclosure of Public Records) Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) all materials received or created by the City of Seattle are considered public records. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material.

The State of Washington's Public Records Act requires that public records must be promptly disclosed by the City upon request unless that RCW or another Washington State statute specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in Washington State Law (Reference RCW 42.56 and RCW 19.108).

As mentioned above, all City of Seattle offices ("the City") are required to promptly make public records available upon request. However, under Washington State Law some records or portions of records may be considered legally exempt from disclosure. A list and description of records identified as exempt by the Public Records Act can be found in RCW 42.56 and RCW 19.108.

If the City receives a public disclosure request for any records or parts of records that Contractor has properly and specifically listed on the City Non-Disclosure Request Form (Form) submitted with Contractor's bid/proposal, or records that have been specifically identified in this contract, the City will notify Contractor in writing of the request and will postpone disclosure. While it is

not a legal obligation, the City, as a courtesy, will allow Contractor up to ten business days to obtain and serve the City with a court injunction to prevent the City from releasing the records (reference RCW 42.56.540). If you fail to obtain a Court order and serve the City within the ten days, the City may release the documents.

The City will not assert an exemption from disclosure on Contractor's behalf. If Contractor believes that its records are exempt from disclosure, Contractor is obligated to seek an injunction under RCW 42.56.540. Contractor acknowledges that the City will have no obligation or liability to Contractor if the records are disclosed.

PART B: GENERAL TERMS AND CONDITIONS

B-1 DEFINITIONS.

As used throughout this Permit, the following terms shall have the meanings set forth below unless the context clearly indicates a different meaning is intended:

- a. **CONCESSIONAIRE** means the party granted concessionaire rights and privileges under this Permit.
- b. **CITY** means The City of Seattle and its Department of Parks and Recreation, any division, section, unit or entity of that Department and any of the officers or other officials lawfully representing the Department.
- c. **SUPERINTENDENT** as used herein in regard to the making of inspections, or interpretations; the granting or acquisition of permission, consent, approval, rights, and acting on discretionary matters, etc., shall mean the City's Superintendent of Parks and Recreation or such official's designee.
- d. **DEPARTMENT** shall mean The City of Seattle, Department of Parks and Recreation.
- e. **NET SALES** shall mean all sales and revenue received during business activity on the Premises reduced only by sales tax collected.

B-2 CLOSURE OF CONCESSION PREMISES.

The Department reserves the right to close the Concessionaire's operation or any portion thereof for the convenience of the Department upon notice to the Concessionaire and to close the Concession Premises or any portion thereof without notice to meet any emergency as determined by the Superintendent. In the event of any such closure, the Department may post a sign notifying the public of the impending or effective closure. The Department shall not be responsible for the Concessionaire's financial losses arising from any closure.

B-3 SURRENDER OF PREMISES AND REMOVAL OF PROPERTY.

a. AT TERMINATION.

Upon termination or expiration of this Permit, the Concessionaire shall surrender the Concession Premises to the Department and promptly surrender and deliver to the Department all keys that it may have to any and all parts of the Concession Premises. The Concessionaire shall remove all equipment, supplies and merchandise from the Premises by May 31, 2015.

b. CONDITION OF PREMISES.

The Concession Premises shall be surrendered to the Department in as good a condition as at the date of execution of this Permit, except for the effects of reasonable wear and tear, alterations, and repairs made with concurrence of the Department, and property damaged or destroyed by an uninsured peril or an insured peril where insurance proceeds are paid to the Department.

c. **FAILURE TO PERFORM.**

In the event that after termination or expiration of this Permit the Concessionaire has not removed its property and fixtures within the time allowed, the Department may, but need not, remove Concessionaire's personal property and hold it for the Concessionaire, or place the same in storage, all at the expense and risk of the Concessionaire. The Concessionaire shall reimburse the Department for any expense incurred by the Department in connection with such removal and storage. The Department shall have the right to sell such stored property, without notice to Concessionaire, after it has been stored for a period of 30 (Thirty) days or more, the proceeds of such sale to be applied first, to the cost of sale; second, to the payment of the charges for storage; and third, to the payment of any other amounts which may then be due from the Concessionaire to the Department; the balance, if any, shall be paid to the Concessionaire.

B-4 **LIENS AND ENCUMBRANCES.**

The Concessionaire shall keep the Concession Premises free and clear of any liens and encumbrances arising or growing out of its use and occupancy of the Concession Premises. At the Department's request, the Concessionaire shall furnish the Department written proof of payment of any item which would or might constitute the basis for such a lien on the Concession Premises if not paid.

B-5 **WAIVER.**

No action other than a written document from the Department so stating shall constitute a waiver by the Department of any breach or default by Concessionaire nor shall such a document waive the Concessionaire's full compliance with the terms and conditions of the Permit, irrespective of any knowledge the Department may have of such breach, default, or non-compliance. The Department's failure to insist upon full performance or any provision of this Permit shall not be deemed as consent to or acceptance of such incomplete performance in the future.

B-6 **SIGNS AND ADVERTISING.**

The Department's written approval shall be required for all signs and advertisements on the Concession Premises; and such approval must be obtained prior to posting of any signs.

B-7 **CHANGES AND MODIFICATIONS.**

The parties hereto reserve the right to amend this Permit from time to time by mutual agreement in writing. No amendment hereto shall be effective unless in writing and signed by an authorized representative of each of the parties.

B-8 APPROVALS BY THE DEPARTMENT OR SUPERINTENDENT.

The granting of approval, consent, or permission or the taking of any other action by the Superintendent pursuant to or in connection with this Permit does not constitute the taking of any official action, including the granting of approval, by any other City department or official where such action is required by law, ordinance, resolution or rule or regulation, before Concessionaire may rightfully commence, maintain, or terminate any particular undertaking under this Permit.

B-9 SEVERABILITY.

Should any term, provision, condition or other portion of this Permit or any provision of any document incorporated by reference be held invalid, such invalidity shall not affect the other provisions of this Permit that can be given effect without the invalid provision, and to this end, the remainder shall continue in full force and effect.

B-10 SUCCESSORS IN INTEREST.

Unless otherwise provided, the terms, covenants, and conditions in this Permit shall apply to and bind any and all heirs, successors, executors, administrators and assigns of the parties, all of whom shall be jointly and severally liable with the original contracting party.

B-11 NO RELATIONSHIP ESTABLISHED.

The Department shall in no event be construed to be a partner, associate or joint venturer of the Concessionaire or any party associated with the Concessionaire. The Concessionaire shall not create any obligation or responsibility on behalf of the Department or bind the Department in any manner.

IN WITNESS WHEREOF, the parties hereto have caused this Concession Permit to be executed by their respective representative(s):

CONCESSIONAIRE

_____, 2015
Date

THE CITY OF SEATTLE DEPARTMENT OF PARKS AND RECREATION

_____, 2015
Date
Brian Judd,
Manager, Warren G. Magnuson Park

ATTACHMENTS: PERMIT EXHIBIT A – CONESSION MAP OF PARK
PERMIT EXHIBIT B - CONCESSION MONTHLY REPORT OF GROSS SALES

PERMIT EXHIBIT B - CONCESSION MONTHLY REPORT OF GROSS SALES

Concessionaire Name: _____

For Month of: _____ Year: 201__

Concession Location: _____ Park

Total Gross Sales Listed On Page 2: \$ _____ "A"

Less Sales Tax Collected: \$ _____ "B"

Equals Net Sales (A minus B): \$ _____ "C"

Concession Fee Dollar Amount From Your Permit: \$ _____ "D"

State Leasehold Excise Tax (12.84% times of D): \$ _____ "E"

Late Fee If Paid After the 10th Of The Month \$ 25.00 (F)

Interest If Applicable \$ _____ (G)

TOTAL REMITTED (H=D + E+F+G) to Parks: \$ _____ "H"

F & G Are Only Applicable For Late Payments

Make your check payable to "Seattle Parks" and mail your check and this Monthly Report to reach Seattle Parks by the 10th day of the month following the month being reported.

Mail total Payment ("H") to: The City of Seattle Parks and Recreation, Attn. Dan Iverson, Tenant Development Coordinator, 6310 NE 74th St. Suite 109E, Seattle, WA 98115

I, the undersigned, do hereby certify, under penalty of perjury, that the above gross sales statement is true and correct.

Signed: _____ **Date:** _____, ____ 201__
(month) (day)

Daily Sales Record

Concessionaire Name: _____ For The Month: _____, 2015

Day of Month	Time Opened & Closed	# Hours Open	Daily Gross Sales	Day of Month	Time Opened & Closed	# Hours Open	Daily Gross Sales
1	/		\$.	17	/		\$.
2	/		\$.	18	/		\$.
3	/		\$.	19	/		\$.
4	/		\$.	20	/		\$.
5	/		\$.	21	/		\$.
6	/		\$.	22	/		\$.
7	/		\$.	23	/		\$.
8	/		\$.	24	/		\$.
9	/		\$.	25	/		\$.
10	/		\$.	26	/		\$.
11	/		\$.	27	/		\$.
12	/		\$.	28	/		\$.
13	/		\$.	29	/		\$.
14	/		\$.	30	/		\$.
15	/		\$.	31	/		\$.
16	/		\$.	<div></div>	Total Of All Days Post To “A” On Page 1		\$. <div></div>

Total Each Day's Daily Sales And Post Of All Days The Total Here

Comments: _____

